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E-Filed 5/7/09

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Attorneys for Third-Party TAIWAN SEMICONDUCTOR
MANUFACTURING COMPANY, LTD.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

7 | UNITED STATES OF AMERICA,

Plaintiff,

v.

0 LAN LEE,
aka Lan Li, and

YUEFEI GE,

Defendants.

CASE NO. 5:06-CR-0424 JW

STIPULATION AND [PROPOSED] ORDER
EXTENDING THE STIPULATED INTERIM
PROTECTIVE ORDERS REGARDING
CONFIDENTIAL INFORMATION TO
DOCUMENTS PRODUCED BY THIRD-
PARTIES NETLOGIC MICROSYSTEMS,
INC. AND TAIWAN SEMICONDUCTOR
MANUFACTURING COMPANY, LTD.

Date: No Hearing Date Set

Time: N/A

Court: Hon. Richard G. Seeborg, Courtroom 4

1 WHEREAS, on July 18, 2006 and December 19, 2007 this Court entered a Stipulated Interim
2 Protective Order Regarding Confidential Information ("Stipulated Interim Protective Orders")
3 between Defendants and the United States in the above-captioned case;

4 WHEREAS, Defendants have subpoenaed and have requested documents and other items
5 from non-parties NetLogic Microsystems, Inc. ("NetLogic") and Taiwan Semiconductor
6 Manufacturing Company ("TSMC") which contain confidential, proprietary or trade secret
7 information; and

8 WHEREAS, the United States, Defendants, NetLogic and TSMC agree and stipulate that the
9 Stipulated Interim Protective Orders should also apply to and govern the production of documents
10 and items by NetLogic, and TSMC in this matter, with the inclusion of additional provisions, as
11 noted below;

12 NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among the United States,
13 Defendants, NetLogic and TSMC, through their respective counsel, as follows:

14 1. The Stipulated Interim Protective Orders, attached hereto as Exhibit A, shall also
15 apply to and govern the production of documents and items by NetLogic and TSMC in this matter;

16 2. Documents produced by NetLogic and TSMC in this matter shall be designated and
17 handled in accordance with the terms of the Stipulated Interim Protective Orders and shall be treated
18 by Defendants and by the United States in accordance with those terms, with the following additions
19 to be included as noted:

20 Paragraph 1A: For material produced by TSMC and NetLogic, "Confidential Material" shall
21 mean information (regardless of how generated, stored or maintained) or tangible things that
22 qualify for protection under standards developed under F.R.Civ.P. 26(c).

23
24 Paragraph 5A: At the conclusion of the above-captioned case, defendants LEE
25 and GE and their counsel and the United States agree to either (1) return to
26 NetLogic and TSMC all of the Confidential Material that each non-party has
27 respectively produced that is not otherwise lodged with the Court, except as
28 directed by the Court; or (2) destroy all Confidential Material that is not otherwise

1 lodged with the Court, and certify such destruction in writing to NetLogic and
2 TSMC, except as otherwise directed by the Court.
3

4 Paragraph 8A: The Acknowledgement described in Paragraph 8 shall be in the
5 form attached as Exhibit B (if signed by an expert of the Defendants) or as
6 Exhibit C (if signed by an expert of the United States).

7

8 DATED: May 4, 2009

9

10 GIBSON, DUNN & CRUTCHER LLP

11 By: 

12 DENIS R. SALMON

13 Attorney for Third Party
14 NetLogic Microsystems, Inc.

15 DATED: May 4, 2009

16 KEKER & VAN NEST, LLP

17 By 

18 ASHOK RAMANI
19 Attorney for Third Party
20 Taiwan Semiconductor Manufacturing Company, Ltd.

1
2 **AGREEMENT TO BE BOUND BY STIPULATION EXTENDING THE STIPULATED**
3 **PROTECTIVE ORDERS REGARDING CONFIDENTIAL INFORMATION AND**
4 **DOCUMENTS PRODUCED BY NON-PARTIES NETLOGIC MICROSYSTEMS, INC. AND**
5 **TAIWAN SEMICONDUCTOR MANUFACTURING COMPANY, LTD.**

6
7 The undersigned, defendant YUEFEI GE, and his counsel in the above-captioned case, CR-06-
8 00424-JW, hereby acknowledge that they have received a copy of the Stipulation Extending the
9 Stipulated Protective Orders Regarding Confidential Information and Documents Produced by Non-
10 Parties NetLogic Microsystems, Inc. and Taiwan Semiconductor Manufacturing Company, Ltd. ("the
11 Stipulation"), have read, understand, and agree to be bound by all of the provisions thereof, and
12 hereby submit to the jurisdiction of the United States District Court for the Northern District of
13 California for the purpose of enforcement of the terms of the Stipulation and the punishment of any
14 violations thereof.

15
16 DATED: 5/5/09

By: 
EDWARD SWANSON
Attorney for Defendant Ge

17
18 DATED: 5/5/09

By: 
YUEFEI GE
Defendant

19 DATED: 5/7/09


Hon. Richard G. Seeborg
United States Magistrate Judge

20 **IT IS SO ORDERED**

1 **AGREEMENT TO BE BOUND BY STIPULATION EXTENDING THE STIPULATED**
2 **PROTECTIVE ORDERS REGARDING CONFIDENTIAL INFORMATION AND**
3 **DOCUMENTS PRODUCED BY NON-PARTIES NETLOGIC MICROSYSTEMS, INC. AND**
4 **TAIWAN SEMICONDUCTOR MANUFACTURING COMPANY, LTD.**

5
6 The undersigned, defendant LAN LEE, and his counsel in the above-captioned case, CR-06-00424-
7 JW, hereby acknowledge that they have received a copy of the Stipulation Extending the Stipulated
8 Protective Orders Regarding Confidential Information and Documents Produced by Non-Parties
9 NetLogic Microsystems, Inc. and Taiwan Semiconductor Manufacturing Company, Ltd. ("the
10 Stipulation"), have read, understand, and agree to be bound by all of the provisions thereof, and
11 hereby submit to the jurisdiction of the United States District Court for the Northern District of
12 California for the purpose of enforcement of the terms of the Stipulation and the punishment of any
13 violations thereof.

14
15 DATED: _____ By: _____
16 THOMAS NOLAN
17 Attorney for Defendant Lee

18 DATED: _____ By: _____
19 LAN LEE
20 Defendant

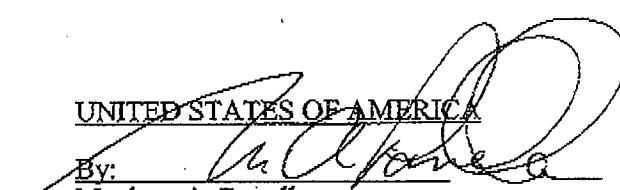
21
22 DATED: _____
23
24 **IT IS SO ORDERED** Hon. Richard G. Seeborg
25 United States Magistrate Judge
26
27
28

1 **AGREEMENT TO BE BOUND BY STIPULATION EXTENDING THE STIPULATED**
2 **PROTECTIVE ORDERS REGARDING CONFIDENTIAL INFORMATION AND**
3 **DOCUMENTS PRODUCED BY NON-PARTIES NETLOGIC MICROSYSTEMS, INC. AND**
4 **TAIWAN SEMICONDUCTOR MANUFACTURING COMPANY, LTD.**

5
6 The United States of America, through undersigned counsel in the above-captioned case, CR-06-
7 00424-JW, hereby acknowledges that it has received a copy of the Stipulation Extending the
8 Stipulated Protective Orders Regarding Confidential Information and Documents Produced by Non-
9 Parties NetLogic Microsystems, Inc. and Taiwan Semiconductor Manufacturing Company, Ltd. ("the
10 Stipulation"), has read, understands, and agrees to be bound by all of the provisions thereof, and
11 hereby submits to the jurisdiction of the United States District Court for the Northern District of
12 California for the purpose of enforcement of the terms of the Stipulation and the punishment of any
13 violations thereof.

14 DATED: 5/5/09

15 **UNITED STATES OF AMERICA**

16 By: 
17 Matthew A. Parrella
18 Assistant United States Attorney

19 DATED: _____

20 **IT IS SO ORDERED**

21 Hon. Richard G. Seeborg
22 United States Magistrate Judge

1 EXHIBIT A
2
3 JULY 18, 2006 AND DECEMBER 19, 2007 STIPULATED INTERIM PROTECTIVE
4 ORDERS
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1 KEVIN V. RYAN (CASBN 118321)
 2 United States Attorney

3 MARK L. KROTOSKI (CASBN 138549)
 4 Chief, Criminal Division

5 MATTHEW A. PARRELLA (NYSBN 2040855)
 6 Assistant United States Attorney

7 150 Almaden Blvd., Suite 900
 8 San Jose, California 95113
 9 Telephone: (408) 535-5042
 10 FAX: (408) 535-5066
 11 matthew.parrella@usdoj.gov

12 Attorneys for Plaintiff

FILED

JUL 18 2006

RICHARD W. WIEKING
 CLERK U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA
 12 SAN JOSE DIVISION

13 UNITED STATES OF AMERICA,)	No. CR-06-00424-JW
14 Plaintiff,)	STIPULATED INTERIM
15 v.)	PROTECTIVE ORDER
16 LAN LEE,)	
17 a/k/a Lan Li, and)	
18 YUEFEI GE,)	
19 Defendants.)	

20 WHEREAS during the course of discovery in the above-captioned criminal case, the
 21 United States may produce documents and other items containing information that is intended to
 22 be kept secret and/or is "trade secret" information (within the meaning of 18 U.S.C. § 1839(3))
 23 belonging to NetLogic Microsystems ("NLM"), and Taiwan Semiconductor Manufacturing
 24 Corporation ("TSMC"); and

25 WHEREAS the United States and defendants LEE and GE, deem it appropriate for the
 26 purpose of facilitating pretrial negotiations and to provide for the protection of such information
 27 without agreeing that the specific information is in fact intended to be kept secret or is a trade

28 DEFENDANTS LAN LEE and YUEFEI GE
 STIPULATED INTERIM
 PROTECTIVE ORDER
 CR-06-00424-JW

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1 secret, and with the further understanding that nothing in this stipulated protective order creates
2 any presumption regarding whether the specific information is intended to be kept secret or is a
3 trade secret, and lastly preserving defendants LEE's and GE's rights to challenge any such
4 designation at a later time;

5 IT IS HEREBY STIPULATED AND AGREED by and between the United States and
6 defendants LEE and GE and their respective counsel, that the following definitions and
7 procedures will govern the designation and handling of material and other information produced
8 by the United States during pretrial negotiations, while reserving the question of how such
9 material and information should be handled at trial, and during pre- or post-trial hearings for a
10 future time.

11 1. Definitions:

12 a. "Confidential Material" shall mean information that the Government contends is
13 intended to be kept secret or is a trade secret within the meaning of 18 U.S.C. § 1839(3).

14 b. "Discovery Material" shall mean all materials disclosed by the United States during
15 discovery in this case (regardless of whether the criminal number assigned to this case changes
16 due to the filing of an indictment or superseding indictment).

17 2. The United States may designate Discovery Material as Confidential Material to the extent
18 that it believes in good faith that the information or material is or may be Confidential Material
19 as defined in paragraph 1(a) above. Any labeling, segregation, or designation of Discovery
20 Material as "Confidential Material" should be made, whenever possible, in the case of written,
21 tangible, or documentary Discovery Material, at the time that Discovery Material is produced or
22 made known to defendants LEE and GE by stamping each page "CONFIDENTIAL" in a manner
23 that is readily distinguishable from any pre-existing confidential designation or by otherwise
24 manifesting the intention that the Discovery Material be considered Confidential Material.
25 Computer memory storage materials such as tapes, diskettes, hard drives, or other memory media
26 containing Discovery Material deemed by the United States as containing Confidential Material
27 shall be labeled on the outside of the media as "CONFIDENTIAL." The Government shall

28 DEFENDANTS LAN LEE and YUEFEI GE
STIPULATED INTERIM
PROTECTIVE ORDER
CR-06-00424-JW

1 maintain unlabeled, or "clean" copies of all discovery material that it has labeled
2 "CONFIDENTIAL" under this stipulated order, for the future use by the parties in subsequent
3 proceedings.

4 3. Discovery Material designated as "CONFIDENTIAL" shall be retained by defendants
5 LEE's and GE's counsels in the above-captioned case and furnished, at this time, to no one
6 other than defendants LEE's and GE's counsels in the above-captioned case, defendants LEE
7 and GE, the staff supporting LEE's and GE's counsel in the above-captioned case such as
8 interpreters, paralegal assistants, and secretarial, stenographic, and clerical employees who are
9 working on this case under the direction of defendants LEE's and GE's counsels and to whom it
10 is necessary that the materials be disclosed for purposes of the defense of this case. In the event
11 that the defendant or his counsel wishes to consult an expert regarding these materials, the
12 procedure for doing so is addressed in paragraph 8 of this agreement. All such material shall be
13 kept in the offices of defendants LEE's and GE's counsels in the above-captioned case and
14 neither this material nor any copies of this material shall leave that office for any purpose except
15 submission in camera to the Court. However, should the defendants LEE or GE be incarcerated
16 before the resolution of this indictment, his counsel may bring the designated confidential
17 material to the facility in which he is incarcerated to assist in the defendant's preparation but
18 shall not leave any such confidential material with the defendant. All such material shall be
19 used solely for the purpose of conducting pre-trial, trial, and appellate proceedings in this case
20 and for no other purpose whatsoever, and shall not be used for the economic benefit of
21 defendants LEE and GE or for the benefit of any third party. All motions which contain any of
22 the material labeled "CONFIDENTIAL" and which are filed with the Court shall be filed and
23 kept under seal until further order of the Court. Confidential Material filed under seal shall be
24 filed with the Clerk of the Court in sealed envelopes or boxes

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28 DEFENDANTS LAN LEE and YUEFEI GE
STIPULATED INTERIM
PROTECTIVE ORDER
CR-06-00424-JW

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1 prominently marked with the caption of this case and the notation:

2 **"TO BE FILED UNDER SEAL"**
3 Contains Confidential Material
4 To Be Opened Only As Directed By The Court

5 4. The recipient of any Confidential Material that is provided under this Stipulated Interim
6 Protective Order shall keep such information in a manner reasonably intended to preserve and
7 maintain the confidentiality of the information and shall not disclose such information to any
8 individuals except as authorized by this Stipulated Interim Protective Order.

9 5. At the conclusion of the above-captioned case, defendants LEE and GE and their counsel
10 in the above-captioned case agree to the return of all Confidential Material to the United States,
11 except as directed by the Court.

12 6. Nothing herein shall prevent defendants LEE and GE from using the Confidential Material
13 or from referring to, quoting, or reciting from any information contained in such Confidential
14 Material in connection with pleadings or motions filed in this case, provided that such materials
15 be filed under seal and/or submitted to the Court for in camera inspection. The use of
16 Confidential Material at trial or pre- or post-trial hearing will be resolved at or before the time of
17 the trial or hearing.

18 7. Should defendants LEE and GE dispute the propriety of any designation of Discovery
19 Material as Confidential Material, his counsel shall notify the United States in writing. Such
20 notice shall state counsel's position with regard to the matter in issue. Within seven business
21 days from receiving the notice, the United States shall respond to the notice in writing. If, after
22 this exchange of correspondence, defendants LEE and GE and the United States cannot resolve
23 their dispute, they may apply to the Court to do so. During the pendency of the dispute and any
24 court resolution thereof, including an appeal of the Court's decision on such motion, the
25 discovery material shall be deemed "CONFIDENTIAL" as designated and shall be covered by
26 the provisions of this Stipulated Interim Protective Order. The parties understand that, as this
27 Stipulated Interim Protective Order is primarily intended to facilitate pretrial negotiations, the
28 defendant and his counsel may choose not to formally challenge the Government's designation of

DEFENDANTS LAN LEE and YUEFEI GE
STIPULATED INTERIM
PROTECTIVE ORDER
CR-06-00424-JW

1 certain material as confidential at this stage in the proceedings. Such a failure to challenge the
 2 confidential designation does not constitute a waiver on the defendant's part of either the ability
 3 to challenge that confidential designation or the ability to contest that certain portions of the
 4 designated confidential material constitutes "trade secret" information under 18 USC § 1839(3).

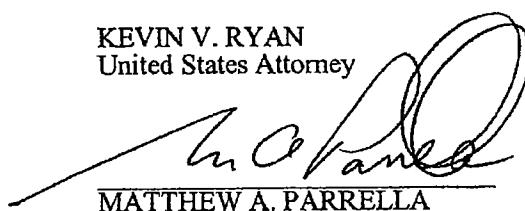
5 8. At such time as the defendants LEE and GE retains an expert or experts to assist in the
 6 review of the Confidential Material, each such person shall execute an Acknowledgment which
 7 shall then be submitted to the Court *ex parte* and *in camera* by the defendant. The defendants
 8 LEE and GE shall not be required to provide said Acknowledgment, or the identity of the expert
 9 who signed it, to the United States, unless so ordered by the Court. The United States retains the
 10 right to request that the Court authorize such disclosure. Nothing in this paragraph relieves the
 11 defendant of the discovery obligations contained in Fed. R. Crim. P. 16 (b)(1)(C), nor does the
 12 United States waive any rights thereunder by entering into this stipulation. By signing and
 13 agreeing to the terms of this Stipulated Interim Protective Order, no person shall be deemed to
 14 have conceded that any material has been properly designated as confidential.

15 9. Nothing in this order shall preclude the United States or defendants LEE and GE from
 16 applying to the Court for further relief or modification. The parties agreement to enter into this
 17 Stipulated Interim Protective Order at his time is for the purpose of pretrial negotiations is not a
 18 concession by the defendant that the terms contained herein would be appropriate should the case
 19 proceed beyond that stage.

20 10. Willful violation of this Stipulated Interim Protective Order may be punishable by
 21 contempt of court, whatever other sanction the Court deems just, or any other sanctions or
 22 combination of sanctions which are legally available.

23 DATED: 7/10/06

KEVIN V. RYAN
United States Attorney



MATTHEW A. PARRELLA
Assistant United States Attorney

28 DEFENDANTS LAN LEE and YUEFEI GE
STIPULATED INTERIM
PROTECTIVE ORDER
CR-06-00424-JW

Case 5:06-cr-00424-JW Document 19 Filed 07/18/2006 Page 6 of 8

**AGREEMENT TO BE BOUND BY
STIPULATED INTERIM PROTECTIVE ORDER**

The undersigned, defendant LAN LEE, and his counsel in the above-captioned case, CR-06-00424-JW, hereby acknowledge that they have received a copy of the Stipulated Interim Protective Order in the above-captioned case, have read, understand, and agree to be bound by all of the provisions thereof, and hereby submit to the jurisdiction of the United States District Court for the Northern District of California for the purposes of enforcement of the terms of the Stipulated Interim Protective Order and the punishment of any violations thereof.

DATED:

10/06

~~THOMAS J. NOLAN~~
Attorney for defendant LEE

DATED:

7/10/06

LAN LEE
Defendant

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PROTECTIVE ORDER
CR-06-00424-JW

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• [View Details](#)

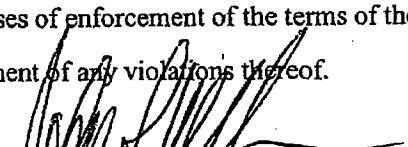
Case 5:06-cr-00424-JW Document 19 Filed 07/18/2006 Page 7 of 8

1 **AGREEMENT TO BE BOUND BY**

2 **STIPULATED INTERIM PROTECTIVE ORDER**

3 The undersigned, defendant YUEFEI GE, and his counsel in the above-captioned case,
4 CR-06-00424-JW, hereby acknowledge that they have received a copy of the Stipulated Interim
5 Protective Order in the above-captioned case, have read, understand, and agree to be bound by all
6 of the provisions thereof, and hereby submit to the jurisdiction of the United States District Court
7 for the Northern District of California for the purposes of enforcement of the terms of the
8 Stipulated Interim Protective Order and the punishment of any violations thereof.

9 DATED: 7-10-06


JOHN WILLIAMS
Attorney for defendant GE

10 DATED: 7-10-06


YUEFEI GE
Defendant

11 DATED: 7-17-06


UNITED STATES MAGISTRATE JUDGE

12 IT IS SO ORDERED.

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28 DEFENDANTS LAN LEE and YUEFEI GE
 STIPULATED INTERIM
 PROTECTIVE ORDER
 CR-06-00424-JW

Case 5:06-cr-00424-JW Document 19 Filed 07/18/2006 Page 8 of 8

1 **ACKNOWLEDGMENT OF STIPULATED PROTECTED ORDER IN:**

2 **UNITED STATES v. LAN LEE and YUEFEI GE**

3 CR-06-00424-JW

4

5 The undersigned hereby acknowledges that he or she has received a copy of the Stipulated
6 Interim Protective Order issued in United States v. LAN LEE and YUEFEI GE, CR-06-00424-
7 JW, has read, understands, and agrees to the terms of the Stipulated Interim Protective Order, and
8 hereby submits to the jurisdiction of the United States District Court for the Northern District of
9 California for the purposes of enforcement of the terms of the Stipulated Interim Protective Order
10 and the punishment of any violations thereof.

11 DATED:

12

13

14 Signature _____

15

16 Printed Name _____

17

18 Street Address _____

19

20 City, State, and Zip Code _____

21

22 Area Code and Telephone Number _____

23

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28 DEFENDANTS LAN LEE and YUEFEI GE
 STIPULATED INTERIM
 PROTECTIVE ORDER
 CR-06-00424-JW

1 SCOTT N. SCHOOLS (SCBN 9990)
 2 United States Attorney
 3 BRIAN J. STRETCH (CASBN 163973)
 4 Chief, Criminal Division
 5 MATTHEW A. PARRELLA (NYSBN 2040855)
 6 Assistant United States Attorney

7 150 Almaden Blvd., Suite 900
 8 San Jose, California 95113
 9 Telephone: (408) 535-5042
 10 FAX: (408) 535-5066
 11 matthew.parrella@usdoj.gov

12 Attorneys for Plaintiff

RECEIVED
 2007 DEC 18 AM 11:26
 RICHARD W. ABERING
 CLERK
 U.S. DISTRICT COURT
 NO. DIST. OF CA. S.J.

FILED
 DEC 19 2007
 U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA

12 SAN JOSE DIVISION

13 UNITED STATES OF AMERICA,)	No. CR-06-00424-JW (KS)
14 Plaintiff,)	STIPULATED INTERIM
15 v.)	PROTECTIVE ORDER
16 LAN LEE,)	
17 a/k/a Lan Li, and)	
18 YUEFEI GE,)	
19 Defendants.)	

20 WHEREAS during the course of discovery in the above-captioned criminal case, the
 21 United States may produce documents and other items containing information that is intended to
 22 be kept secret and/or is "trade secret" information (within the meaning of 18 U.S.C. § 1839(3))
 23 belonging to NetLogic Microsystems ("NLM"), and Taiwan Semiconductor Manufacturing
 24 Corporation ("TSMC"); and

25 WHEREAS the United States and defendants LEE and GE, deem it appropriate for the
 26 purpose of facilitating pretrial negotiations and to provide for the protection of such information
 27 without agreeing that the specific information is in fact intended to be kept secret or is a trade

28 DEFENDANTS LAN LEE and YUEFEI GE
 STIPULATED INTERIM
 PROTECTIVE ORDER
 CR-06-00424-JW

1 secret, and with the further understanding that nothing in this stipulated protective order creates
2 any presumption regarding whether the specific information is intended to be kept secret or is a
3 trade secret, and lastly preserving defendants LEE's and GE's rights to challenge any such
4 designation at a later time;

5 IT IS HEREBY STIPULATED AND AGREED by and between the United States and
6 defendants LEE and GE and their respective counsel, that the following definitions and
7 procedures will govern the designation and handling of material and other information produced
8 by the United States during pretrial negotiations, while reserving the question of how such
9 material and information should be handled at trial, and during pre- or post-trial hearings for a
10 future time.

11 1. Definitions:

12 a. "Confidential Material" shall mean information that the Government contends is
13 intended to be kept secret or is a trade secret within the meaning of 18 U.S.C. § 1839(3).

14 b. "Discovery Material" shall mean all materials disclosed by the United States during
15 discovery in this case (regardless of whether the criminal number assigned to this case changes
16 due to the filing of an indictment or superseding indictment).

17 2. The United States may designate Discovery Material as Confidential Material to the extent
18 that it believes in good faith that the information or material is or may be Confidential Material
19 as defined in paragraph 1(a) above. Any labeling, segregation, or designation of Discovery
20 Material as "Confidential Material" should be made, whenever possible, in the case of written,
21 tangible, or documentary Discovery Material, at the time that Discovery Material is produced or
22 made known to defendants LEE and GE by stamping each page "CONFIDENTIAL" in a manner
23 that is readily distinguishable from any pre-existing confidential designation or by otherwise
24 manifesting the intention that the Discovery Material be considered Confidential Material.

25 Computer memory storage materials such as tapes, diskettes, hard drives, or other memory media
26 containing Discovery Material deemed by the United States as containing Confidential Material
27 shall be labeled on the outside of the media as "CONFIDENTIAL." The Government shall

28 DEFENDANTS LAN LEE and YUEFEI GE
STIPULATED INTERIM
PROTECTIVE ORDER
CR-06-00424-JW

1 maintain unlabeled, or "clean" copies of all discovery material that it has labeled
2 "CONFIDENTIAL" under this stipulated order, for the future use by the parties in subsequent
3 proceedings.

4 3. Discovery Material designated as "CONFIDENTIAL" shall be retained by defendants
5 LEE's and GE's counsels in the above-captioned case and furnished, at this time, **to no one**
6 **other than** defendants LEE's and GE's counsels in the above-captioned case, defendants LEE
7 and GE, the staff supporting LEE's and GE's counsel in the above-captioned case such as
8 interpreters, paralegal assistants, and secretarial, stenographic, and clerical employees who are
9 working on this case under the direction of defendants LEE's and GE's counsels and to whom it
10 is necessary that the materials be disclosed for purposes of the defense of this case. In the event
11 that the defendant or his counsel wishes to consult an expert regarding these materials, the
12 procedure for doing so is addressed in paragraph 8 of this agreement. All such material shall be
13 kept in the offices of defendants LEE's and GE's counsels in the above-captioned case and
14 neither this material nor any copies of this material shall leave that office for any purpose except
15 submission in camera to the Court. However, should the defendants LEE or GE be incarcerated
16 before the resolution of this indictment, his counsel may bring the designated confidential
17 material to the facility in which he is incarcerated to assist in the defendant's preparation but
18 shall not leave any such confidential material with the defendant. All such material shall be
19 used solely for the purpose of conducting pre-trial, trial, and appellate proceedings in this case
20 and for no other purpose whatsoever, and shall not be used for the economic benefit of
21 defendants LEE and GE or for the benefit of any third party. All motions which contain any of
22 the material labeled "CONFIDENTIAL" and which are filed with the Court shall be filed and
23 kept under seal until further order of the Court. Confidential Material filed under seal shall be
24 filed with the Clerk of the Court in sealed envelopes or boxes

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28 DEFENDANT'S LAN LEE and YUEFEI GE
STIPULATED INTERIM
PROTECTIVE ORDER
CR-06-00424-JW

1 prominently marked with the caption of this case and the notation:

2 **"TO BE FILED UNDER SEAL"**
3 Contains Confidential Material
3 To Be Opened Only As Directed By The Court

4 4. The recipient of any Confidential Material that is provided under this Stipulated Interim
5 Protective Order shall keep such information in a manner reasonably intended to preserve and
6 maintain the confidentiality of the information and shall not disclose such information to any
7 individuals except as authorized by this Stipulated Interim Protective Order.

8 5. At the conclusion of the above-captioned case, defendants LEE and GE and their counsel
9 in the above-captioned case agree to the return of all Confidential Material to the United States,
10 except as directed by the Court.

11 6. Nothing herein shall prevent defendants LEE and GE from using the Confidential Material
12 or from referring to, quoting, or reciting from any information contained in such Confidential
13 Material in connection with pleadings or motions filed in this case, provided that such materials
14 be filed under seal and/or submitted to the Court for in camera inspection. The use of
15 Confidential Material at trial or pre- or post-trial hearing will be resolved at or before the time of
16 the trial or hearing.

17 7. Should defendants LEE and GE dispute the propriety of any designation of Discovery
18 Material as Confidential Material, his counsel shall notify the United States in writing. Such
19 notice shall state counsel's position with regard to the matter in issue. Within seven business
20 days from receiving the notice, the United States shall respond to the notice in writing. If, after
21 this exchange of correspondence, defendants LEE and GE and the United States cannot resolve
22 their dispute, they may apply to the Court to do so. During the pendency of the dispute and any
23 court resolution thereof, including an appeal of the Court's decision on such motion, the
24 discovery material shall be deemed "CONFIDENTIAL" as designated and shall be covered by
25 the provisions of this Stipulated Interim Protective Order. The parties understand that, as this
26 Stipulated Interim Protective Order is primarily intended to facilitate pretrial negotiations, the
27 defendant and his counsel may choose not to formally challenge the Government's designation of

28 DEFENDANTS LAN LEE and YUEFEI GE
STIPULATED INTERIM
PROTECTIVE ORDER
CR-06-00424-JW

1 certain material as confidential at this stage in the proceedings. Such a failure to challenge the
2 confidential designation does not constitute a waiver on the defendant's part of either the ability
3 to challenge that confidential designation or the ability to contest that certain portions of the
4 designated confidential material constitutes "trade secret" information under 18 USC § 1839(3).

5 8. At such time as the defendants LEE and GE retains an expert or experts to assist in the
6 review of the Confidential Material, each such person shall execute an Acknowledgment which
7 shall then be submitted to the Court *ex parte* and *in camera* by the defendant. The defendants
8 LEE and GE shall not be required to provide said Acknowledgment, or the identity of the expert
9 who signed it, to the United States, unless so ordered by the Court. The United States retains the
10 right to request that the Court authorize such disclosure. Nothing in this paragraph relieves the
11 defendant of the discovery obligations contained in Fed. R. Crim. P. 16 (b)(1)(C), nor does the
12 United States waive any rights thereunder by entering into this stipulation. By signing and
13 agreeing to the terms of this Stipulated Interim Protective Order, no person shall be deemed to
14 have conceded that any material has been properly designated as confidential.

15 9. Nothing in this order shall preclude the United States or defendants LEE and GE from
16 applying to the Court for further relief or modification. The parties agreement to enter into this
17 Stipulated Interim Protective Order at his time is for the purpose of pretrial negotiations is not a
18 concession by the defendant that the terms contained herein would be appropriate should the case
19 proceed beyond that stage.

20 10. Willful violation of this Stipulated Interim Protective Order may be punishable by
21 contempt of court, whatever other sanction the Court deems just, or any other sanctions or
22 combination of sanctions which are legally available.

23 DATED: 12/17/07

SCOTT N. SCHOOLS
United States Attorney

MATTHEW A. PARRELLA
Assistant United States Attorney

28 DEFENDANTS LAN LEE and YUEFEI GE
STIPULATED INTERIM
PROTECTIVE ORDER
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From: 4154775@f... Filed 12/19/2007 Page 6 of 7
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2
AGREEMENT TO BE BOUND BY
STIPULATED INTERIM PROTECTIVE ORDER

3
4 The undersigned, defendant YUEFEI GE, and his counsel in the above-captioned case,
5 CR-06-00424-JW, hereby acknowledge that they have received a copy of the Stipulated Interim
6 Protective Order in the above-captioned case, have read, understand, and agree to be bound by all
7 of the provisions thereof, and hereby submit to the jurisdiction of the United States District Court
8 for the Northern District of California for the purposes of enforcement of the terms of the
9 Stipulated Interim Protective Order and the punishment of any violations thereof.

10 DATED: 12/16/07


EDWARD SWANSON

Attorney for defendant GE

11 DATED:

12
13 YUEFEI GE
14 Defendant

15
16 DATED: 12/19/07
17 IT IS SO ORDERED.


UNITED STATES MAGISTRATE JUDGE

28 DEFENDANT'S LAN LEE and YUEFEI GE
STIPULATED INTERIM
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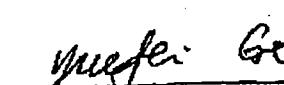
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2 AGREEMENT TO BE BOUND BY
3 STIPULATED INTERIM PROTECTIVE ORDER

4 The undersigned, defendant YUEPEI GE, and his counsel in the above-captioned case,
5 CR-06-00424-JW, hereby acknowledge that they have received a copy of the Stipulated Interim
6 Protective Order in the above-captioned case, have read, understand, and agree to be bound by
7 all of the provisions thereof, and hereby submit to the jurisdiction of the United States District
8 Court for the Northern District of California for the purposes of enforcement of the terms of the
9 Stipulated Interim Protective Order and the punishment of any violations thereof.

10 DATED:

EDWARD SWANSON
Attorney for defendant GE


YUEFEI GE
Defendant

11

12 DATED:

13

14 DATED: 12/19/07
15 IT IS SO ORDERED.


UNITED STATES MAGISTRATE JUDGE

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DEFENDANTS LAN LEE and YUEFEI GE
STIPULATED INTERIM
PROTECTIVE ORDER
CR-06-00424-JW

1
2 **EXHIBIT B**
3

4 **ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**
5

6 The undersigned hereby acknowledges that he or she has received a copy of the Stipulated
7 Protective Orders issued by the United States District Court for the Northern District of California on
8 July 18, 2006 and December 19, 2007 and the Stipulated Protective Order between the parties and
9 third-parties NetLogic Microsystems, Inc. and Taiwan Semiconductor Manufacturing Company, Ltd.
10 issued by the United States District Court for the Northern District of California on _____
11 (collectively, "the Protective Orders"), has read, understands, and agrees to the terms thereof, and
12 hereby submits to the jurisdiction of the United States District Court for the Northern District of
13 California for the purposes of enforcement of the terms of the Protective Orders and punishment for
14 any violations thereof.

15 The undersigned further appoints Edward Swanson of Swanson, McNamara, & Haller LLP,
16 300 Montgomery Street, Suite 1100, San Francisco, CA, 94104 as my California agent for service of
17 process in connection with this action or any proceedings related to enforcement of the Protective
18 Orders.

19 Date: _____

20 City and state where sworn and signed: _____

21 Printed name: _____

22 Signature: _____

1
2 **EXHIBIT C**
3

4 **ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**
5

6 The undersigned hereby acknowledges that he or she has received a copy of the Stipulated
7 Protective Orders issued by the United States District Court for the Northern District of California on
8 July 18, 2006 and December 19, 2007 and the Stipulated Protective Order between the parties and
9 third-parties NetLogic Microsystems, Inc. and Taiwan Semiconductor Manufacturing Company, Ltd.
10 issued by the United States District Court for the Northern District of California on _____
11 (collectively, "the Protective Orders"), has read, understands, and agrees to the terms thereof, and
12 hereby submits to the jurisdiction of the United States District Court for the Northern District of
13 California for the purposes of enforcement of the terms of the Protective Orders and punishment for
14 any violations thereof.

15 The undersigned further appoints the United States Attorney for the Northern District of
16 California as my California agent for service of process in connection with this action or any
17 proceedings related to enforcement of the Protective Orders.

18 Date: _____
19

20 City and state where sworn and signed: _____
21

22 Printed name: _____
23

24 Signature: _____
25